

LOT 1

**Study and supply of services for the reinforcement of exchange of
Good practices in eGovernment**

TERMS OF REFERENCE

Part 1: Technical description
Part 2: Administrative details

Annex I: Contract Model
Annex II: General Conditions applicable to Contracts

Part 1: Technical description

Study and supply of services for the reinforcement of exchange of good practices in eGovernment

1. CONTEXT

At the ministerial conference held in Como last July Ministers recognised the importance of the exchange of strategic and operational experiences among their countries, in particular through the European Public Administration Network.

... "National and European initiatives should aim to accelerate the development and take-up of eGovernment, multiplying and leveraging best practices, creating critical mass through deployment support, in consideration of accounting approaches such as value-for-money and cost-of-ownership, and creating synergies by joint development of future concepts. Strengthened co-operation between these initiatives should be pursued..."

The eGovernment Communication COM(2003)567 and the Telecom Council conclusions of 20.11.2003 identified the need for continuity and a comprehensive approach as key factors in the process of exchanging eGovernment good practices which encompass applications for administrative services as well as eDemocracy and citizens participation.

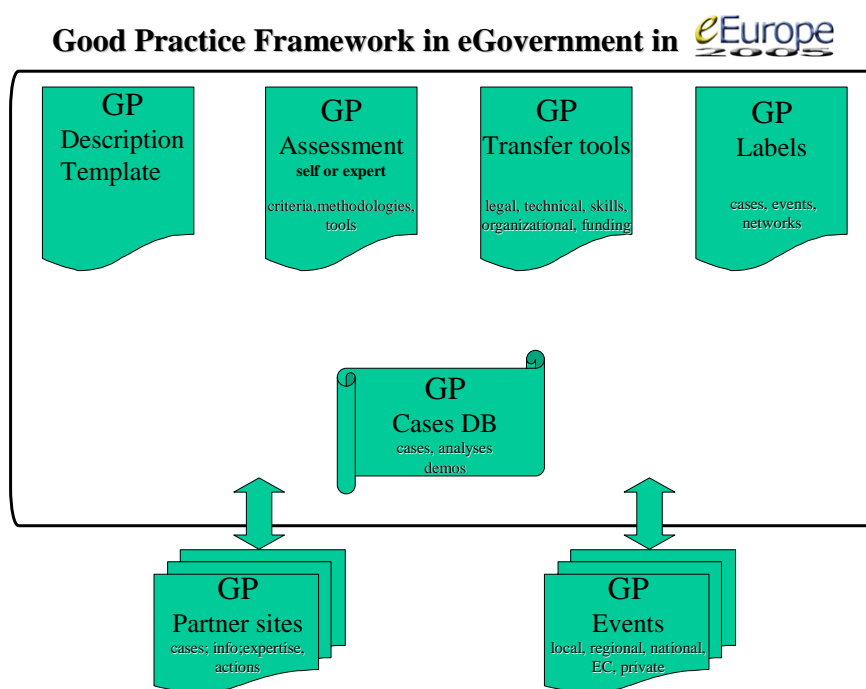
In order to advance the implementation of a comprehensive and continuous approach to disseminate and transfer learning experiences the Commission developed a draft proposal for the realisation of the first phase of a 'Framework for Good Practice'¹ exchange in eGovernment as a contribution to eEurope 2005' and submitted it to an open consultation (see http://europa.eu.int/information_society/programmes/egov_rd/index_en.htm).

This document, updated following the consultation, is called the 'baseline document', and is an integral part of the specifications of this tender. The purpose of the framework is to catalyse and stimulate good practice exchange in eGovernment. The approach is to maximally leverage good practice exchange work going on elsewhere and to encourage and stimulate contributions from the field to the good practice framework itself. The good practice framework and parts thereof should be itself an example of a good practice in promoting the information society, achieving a multiplier effect.

¹ For the purposes of this tender good practice is loosely defined as real life solutions with actual usage which represent leading edge experience, though not necessarily the best, ideal or unproblematic. Good practices can provide useful learning experiences for others, likely to stimulate creativity, self reflexion and the transfer of good ideas.

2. OBJECTIVES OF THE STUDY

The following diagram depicts the various elements of this Framework:



The objective of this call for tender is to implement this Framework for the exchange of good practices and learning experiences for eGovernment as a contribution to eEurope 2005. This includes in particular setting up a framework by:

- Developing and defining a common description template;
- Defining assessment criteria for evaluation of good practice and for attribution of a “good practice label”;
- Carrying out an in-depth analysis of good practice examples;
- Design and implementation of an intelligent knowledge base and web site
- Dissemination and promotion of the framework through an implementation and communication plan (with particular emphasis in creating multiplier effects to maximise the impact).

The implementation of each of the elements of the Framework (see graphic above) involves activities which include:

- 2.1 The further development of a common description template to describe a good practice eGovernment case in a comparable way. The starting point is the template mentioned in the baseline document. To the extent possible, this template should not depend on the topic of a given eGovernment service.

- 2.2 A set of assessment criteria for the evaluation of a good practice example.
These assessment criteria should be reasonably flexible, evolve gradually as needed and be usable for self-assessment. The starting point of the set of criteria is the one mentioned in the baseline document. Following self-assessment of a case by a case owner, quality control check needs to be executed by the contractor before the good practice case is included in the Framework's case base. The methodology to assure quality control must be specified by the contractor.
- 2.3 The in-depth analysis of a set of good practice cases.
The contractor must specify the methodology he will use to select and to analyse the cases in order to cover as much as possible the whole EU + Accession Countries and the range of eGovernment services, in agreement with the Commission. Also he will specify the quality control he will implement in order to guarantee independent analysis of the cases and to improve the quality of the framework. The analysis would also comprise lessons for future work in research, deployment and implementation.
- 2.4 The creation and promotion of tools to support the transfer of the practices.
Transfer support, which is an important element of the Framework, can include referral to existing transfer support, support for setting up partnerships (twinning), collaboration with eGovernment Expertise Centres² as well as the analysis of critical factors that stimulate or hamper the transfer of good experiences such as legal aspects related to the case, ownership or public tendering procedures. It should be possible for case owners to apply themselves such analysis. Transfer support also includes dialogue and discussion forum facilities. Lessons gained from the transfer tools can be taken up in the further evolution of the description template and self assessment criteria mentioned above.
- 2.5 The introduction of a 'good practice label' on different levels.
A label can be given to:
- good practice cases following a selection as was done for the Ministerial eGovernment events in 2001 and 2003³. This label is not part of this tender.
 - good practice partnerships as examples of networks or twinning relationships. Selection criteria and methodology for recognizing such a partnership need to be developed. The design of the label and its description will be agreed with the Commission.
 - good practice events if they contribute to the Framework, as defined in the baseline document. Selection criteria and methodology for recognizing good practice events should be identified. The design of the label and its description will be agreed with the Commission.
- 2.6 The design and implementation of an intelligent knowledge base ('case base') with search function based on key words and other navigation tools allowing easy selection and extraction of relevant cases. As a starting point, this database should include the good practice cases as selected for the 2001 and 2003

² The term "Expertise Centres" makes reference to any organisation with eGovernment expertise which could play a role in eGovernment Good Practice promotion (for example regional centres, acting as multipliers)

³ (see http://europa.eu.int/information_society/eeurope/egovconf/doc/egov_exhibition_guide_final.pdf)

Ministerial Conferences and a number of cases resulting from various EU projects and studies carried out on good practice such as the EU-supported projects and the study “Reorganisation of Government Back Offices for Better Electronic Public Services”⁴. The knowledge base should allow for guided navigation to cases on the basis of a user-friendly interaction with the users. Evidence has to be provided of the high added value of the proposed intelligence of the knowledge base.

2.7 In addition, the contractor is requested to organise six workshops in Brussels, in the Commission premises or in other locations proposed by member states (at their cost) and approved by the Commission. The workshops will address specific topics that are relevant to the further development of the Framework and will have a particularly high leverage. These topics are suggested by the contractor and need approval by the Commission.

2.8 The good practice Framework should be able to evolve and should refer to other relevant good practice exchange activities undertaken. The Framework should provide links to ‘partner sites’ and to relevant events sites, rather than repeat work done elsewhere. The Framework should allow contributions from related actions, such as the local & regional interoperability study and the eGovernment identity management study and other activities to be easily included and the facilities (e.g. case base, discussion forum, events promotion) of the Framework be maximally re-used by those actions and activities.

The requested services require the development and running of a web site including the underpinning intelligent database and partnering / dialogue facilities, linked to a Commission eGovernment web site, and will contain all of the elements mentioned in chapters 2.1 - 2.8. Migration of the site at the end of the contract will be done towards a web site indicated by the Commission.

3. DURATION

The action will last 26 months.

A total indicative amount of the budget allocated to this Lot is in the range of 700.000 €

4. DELIVERABLES

Documents and reports should be delivered in English in electronic and paper format. An electronic copy of the reports shall also be made available in a format agreed with the Commission. Exchange of advanced copies as well as other non-formal communications shall take place via electronic mail.

The following deliverables are to be provided:

4.1. Requirements for intermediate deliverables and early milestones

⁴ (see

http://europa.eu.int/information_society/programmes/egov_rd/documentation/index_en.htm#back_office)

1. The description template, the set of assessment criteria including quality control and the first set of transfer support tools (see 2.1-2.4) shall be defined and completed by the end of month 3.
2. A proposal for the inclusion of good practice labels (see 2.5) shall be provided at the end of month 2.
3. The detailed description of the functionalities of the intelligent knowledge base shall be finalised at the end of month 2. A working model of the knowledge base shall be operational at the end of month 3. In terms of content, the knowledge base should contain two sections:
 - a) Good Practices descriptions and b) In-depth analyses of cases.

Part a) shall contain, by the end of month 2, the cases selected to exhibit at the eGovernment Conferences of 2001 and 2003. It will be extended with cases being proactively collected by the contractor, cases received through self-assessments (after quality checking) and other cases that are becoming available through active promotion of the framework and other cases submitted to the 2003 conference. These cases shall be progressively included. Coverage should be comprehensive in terms of types of services and geography. Contributions from outside the EU can also be included and will be identified as such.

Part b) shall contain analyses of specific applications or domain of eGovernment services in order to build up learning know how to be transferred and other analyses coming from the interoperability and identity management Lots. Both types of analyses are to be made progressively available, starting month 2, according to the methodology and related time schedule (see 2.3).

5. The eGovernment Good Practice website
The first version of the Good Practice website shall be available for public access over the Web by the end of month 2. The site must contain all elements as described above and in chapters 2.1 till 2.8. even if some of the elements might still are in an initial form. The full site with all the functionalities shall be in operation not later than month 4. This includes access to the intelligent knowledge base. The site shall be hosted and run by the contractor who will be responsible for keeping it regularly updated, attracting traffic and maximising user satisfaction for the duration of the contract and cooperation with related actions, in particular the interoperability study and the identity management study (Lots 2 &3). See also chapter 4.5: Relation with the other Lots.

4.2. Workshops

The first Workshop shall be organised at the beginning of month 4. Five further eGovernment Good Practice Framework Workshops will be organised during the course of the contract. Final dates and subjects shall be agreed with the Commission.

The contractor shall deliver post-workshop reports. They should also contain “proposed actions” to promote further progress and take-up of the Framework. Where relevant, this shall be taken as an input for the implementation & communication plan. (see below)

4.3. Project management plan, implementation & communication plan⁵

⁵ These two plans shall be provided within the offer in draft form; they will be an essential element in the evaluation of the quality of the offer.

The proposed project management plan and the implementation & communication plan form an important element of the tender. These plans will be an essential element for evaluation of the quality of the offer.

They shall be updated, revised or improved every four months with the objective to devise improvements to further raise the quality of the Framework and its potential to trigger a multiplier effect for the promotion of eGovernment. Revisions to the plan shall be based on information supplied to the contractor by the Commission, and on the contractor's own assessment of progress subject to acceptance by the Commission. Updates to the project management plan and to the implementation and communication plan will be presented to the Commission for approval.

The project management plan shall include:

- a description of the proposed steps towards the implementation of the project
- a description of the main tasks and identification of the responsible contractor(s)
- the methodology, the activities, the resources and their timetable
- the actions proposed for a proactive identification of cases with potential to be good practices to feed the knowledge base
- the method of reporting

The implementation & communication plan shall include:

- a plan to evolve the framework concerning in particular the transfer mechanisms, the intelligent knowledge base, the description of the cases, the inclusion of cases and the involvement of third parties as multipliers
- the approach to gain feedback and continuously identify and improve exchange/transfer mechanisms
- a plan for dissemination and promotion of the Framework (e.g. press releases, news releases, participation at relevant events, dissemination material, specific material for target groups, web site information, building a community of interest and practice, etc)
- the efficient inclusion of the results obtained in Lots 2 and 3

4.4. Reporting

The contractor shall deliver a post-workshop report within 15 days. It should also contain recommended actions to promote further progress. Where relevant, this shall be taken as an input for the implementation and communication plan.

A bi-monthly interim report is requested for the duration of the contract. These reports should be concrete and concise. They should focus on concrete deliverables and achievements as described above.

An extensive four-monthly report and the final report should contain:

- an executive summary
- the results and impact achieved
- a clear description of the issues/problems tackled
- the methodology and data used
- indicators for monitoring progress and subsequent evaluations
- findings, conclusions and recommendations
- the relation with Lots 2 and 3

The final report will include as a separate annex, not for general dissemination, a breakdown of the use of resources for each activity (taking the Project Management Plan as a reference).

After reception of each report or deliverable, the Commission will have 30 calendar days to accept or reject it and the Contractor will have 30 days to submit additional information or a new adapted report or deliverable.

The new report or deliverable shall likewise be subject to the provision above. Each report or deliverable will be considered approved if the Commission did not react within 30 days of its reception.

4.5 Relation with the other Lots

Coordination activities with other lots shall be planned in case the contract for the different lots is not awarded to the same contractor (this is limited to the cases described concerning responsibilities of each lot below). The overall coordination is ensured by the Commission. However, the daily coordination shall be performed bilaterally, keeping the Commission regularly informed. In case of conflict, an agreement shall be promptly sought at the project managers level. In exceptional cases, if an agreement is not reached, the Commission shall be informed rapidly; in that case the Commission shall contact both lots and take a decision.

Coordination issues shall be addressed at the beginning of the project at the kick-off meeting and be followed at each interim project meeting with the Commission (when appropriate, part of these meetings could include a joint meeting with other lots). Whenever needed, the contractor of Lot 1 will provide input for the interim reports produced by Lots 2 and 3.

The implementation plan must include the description of the methodology proposed to interact with the contractor awarded for Lot 2 and Lot 3 in order to feed the framework with the good practices and the analysis produced by these Lots and to host dialogue and discussion forums.

The contractor of Lot 1 is the only responsible of the web site of the Framework and of the insertion of cases after quality check coming from Lot 2 and Lot 3. The quality of the cases identified and of the analyses produced in Lot 2 and Lot 3 to be inserted in the Framework is the sole responsibility of the contractor of the respective Lots.

The Lot 1 contractor sets up and manages the website and creates there a space for information from the Lots 2 and 3. They will fill in that space with their contents and run specific discussion forums.

4.6 Place of work

The Contractor will perform these tasks at his own premises but is requested to work in direct consultation with the Commission services (DG Information Society - C6).

The contractor shall nominate a Project Manager who has the overall responsibility for the completion of the contract. The curriculum vitae and responsibilities of the Project

Manager and the consultants proposed shall be provided as well. The Commission shall be promptly notified of any change of personnel occurring once the contract has been signed for agreement.

4.7 Project Officer (PO) and project team

The Commission shall nominate a Project Officer responsible for ensuring regular follow-up and for the acceptance of the deliverables.

Service provider(s) project manager and project team

The service provider(s) shall nominate a project manager to have on his/her behalf overall responsibility for the completion of the project. The contractor shall supply the curriculum vitae of the proposed project manager and responsibilities of the other members of the project team will be provided. Any change of personnel occurring once the contract has been signed shall be notified promptly for agreement by the Commission.

4.8 Progress monitoring

Following the reports as mentioned in section '4.4. Reporting', a meeting will be organised between the contractor, his staff, and the Commission to discuss the results and consequences of the report. In addition, the contractor shall update the Commission regularly on the progress and must notify the Commission immediately if there are any significant problems or concerns. In order to maintain close contact between the Project Officer and the contractor, technical follow-up meetings will be organised on an ad-hoc basis whenever required.

The contractor shall produce the minutes of such meetings within one week. They shall be kept concise and concentrate on major decisions and should list the open action points for the next reporting period.

Part 2: Administrative details

1. ELIGIBILITY REQUIREMENTS

1.1 Address and deadline for submission of the tender:

You are invited to tender for this study and requested to submit your tender no later than **August 2nd 2004**, either by:

- (a) Registered post. In this case the post office stamp will constitute proof of compliance with the deadline given above. The offer must be sent to the following postal address:

**European Commission
DG Information Society – Directorate C – (unit C6) - BU 31 7/87
for the attention of Mr Paul Timmers, Head of unit
B-1049 Brussels**

- (b) Or hand delivery (direct or through any authorised representative of the tenderer, including private messenger service etc.) on or before **August 2nd 2004**, by 16.00 hours to the following address:

**European Commission
DG Information Society – Directorate C – (unit C6) - BU 31 7/87
for the attention of Mr Paul Timmers, Head of unit
rue de Genève, 1
B-1140 Brussels – Belgium**

In this case, in order to establish proof of the date of deposit, the depositor will receive, from an official in the above-mentioned service, a receipt which will be nominatively signed, dated and time stamped. Please note that in this case it is the date and time of reception at the Commission services that will count, not the actual date in which it was dispatched.

1.2 Presentation of the offer and Packaging

The offer (consisting of 1 original and 2 copies) should be enclosed in two envelopes, both of which should be sealed. If self-adhesive envelopes are used, they should be further sealed with adhesive tape, upon which the depositor's signature must appear.

The *outer* envelope should bear, in addition to the address of the above-mentioned Archive Department, the following mention:

INVITATION TO TENDER “Good Practice Framework for eGovernment”
NOT TO BE OPENED BY THE MESSENGER/COURIER SERVICE
NOT TO BE OPENED BY THE OPENING COMMITTEE BEFORE

The *inner envelope* should also bear the following mention:

INVITATION TO TENDER “Good Practice Framework for eGovernment”
NOT TO BE OPENED BY THE MESSENGER/COURIER SERVICE
TENDER BY THE FIRM: <insert NAME OF THE TENDERER/COMPANY>

1.3 Identification of the tenderer

The tenderer must be clearly identified, and where the tender is submitted by an organisation, a company the following administrative information and documents must be provided:

Full name of organisation/company, copy of legal status, registration number, address, person to contact, person authorised to sign on behalf of the organisation (copy of the mandate must be produced), telephone number, facsimile number, VAT number, banking details: bank name, account name and number, branch address, sort code, IBAN and SWIFT address of bank: a **bank identification form** must be filled in and signed by an authorised representative of each tenderer and his banker. A standard form is provided in Annex 2 and a specific form for each Member State is available at the following Internet address:

http://europa.eu.int/comm/budget/execution/ftiers_fr.htm.

Tenders must be submitted individually. If two or more applicants submit a joint bid, one must be designated as the lead contractor and agent responsible.

1.4 Tenders must be signed by the tenderer's authorised representative or representatives.

1.5 A total fixed price expressed in Euro must be included in the tender.

A total indicative amount of the budget allocated to this Lot is in the range of 700.000 €

If an invitation to tender relates specifically to several lots, the tenderer shall quote separately for each lot for which he is tendering. He may indicate any price reduction he is prepared to grant in the event of being awarded a contract either for all the lots or for a specified group of items or lots. He may also make his tender conditional on being awarded the entire contract or a specified part thereof.

Eligible costs

Travel and lodging expenses of the contractor's personnel, when necessary, must be included in the tender as a separate item (see also Part 2, 4.2)

Contractors are requested to produce a breakdown of the financial offer per cost categories and to indicate the person/month needed to implement the action.

Save as otherwise expressly provided in the invitation to tender, the contract prices shall be firm and not subject to revision.

1.6 Opening of the tenders:

The opening of received tenders will take place on **August 9th 2004** at 14.00h in the Commission building at Avenue Beaulieu Nr. 31, Room 6/30, B – 1160 Brussels. One authorised representative of each tenderer may attend the opening of the tenders. Tenderers who plan to attend the opening session have to inform Ms Dympna McSweeney by e-mail (dympna.mc-sweeney@cec.eu.int), fax (++ 32 2 2964114) or letter in advance.

2. GROUNDS FOR EXCLUSION OF TENDERERS

2.1 Candidates or tenderers shall be excluded from participation in a procurement procedure if:

- (a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) they have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;
- (c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- (e) they have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (f) following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

Candidates or tenderers must certify that they are not in one of the situations listed in paragraph 1 (see Annex 3: Exclusion criteria form). If the tender is proposed by a consortium these evidences must be fulfilled by each partner.

Tenderers must submit evidences that they are not in one of the situation described in points (a), (b), (d), (e) above.

The contracting authority shall accept as satisfactory evidence that the candidate or tenderer is not in one of the situations described in point (a), (b) or (e) above, production of a recent extract from the judicial record or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied.

The contracting authority shall accept as satisfactory evidence that the candidate or tenderer is not in the situation described in point (d) above, a recent certificate issued by the competent authority of the State concerned. Where no such certificate is issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

2.2 Contracts may not be awarded to candidates or tenderers who, during the procurement procedure:

- (a) are subject to a conflict of interest;

- (b) are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information.

The Commission requires a signed declaration upon submission of the tender, equally binding on any sub-contractors that on the date of submission of the tender, the company or organisation he represents and the staff proposed for this tender are not subject to a conflict of interest in the context of this invitation to tender; and that he undertakes to inform the Commission, without delay, of any changes to this situation after the date of submission of the tender.

2.3 Administrative and financial penalties

By returning the form in Annex 5.2, duly signed, tenderers confirm that they have been notified of the following points.

Each institution has a central database containing information on tenderers who have been in one of the situations described under 2.1 and 2.2 above. The sole purpose of this database is to ensure, in compliance with Community rules on the processing of personal data, that the above-mentioned cases of exclusion are applied correctly. Each institution has access to the databases of the other institutions.

Administrative or financial penalties may be imposed by the Commission on tenderers who are in one of the cases of exclusion provided for in 2.1 and 2.2 above after they have been given the opportunity to present their observations.

These penalties may consist of:

- a) exclusion of the tenderer from contract and grant award procedures financed by the Community budget for a maximum of five years;
- b) in the payment of financial penalties by the contractor in the case referred to in f) and by the tenderer in the cases referred to in art 2.2 a) and b) above where they are really serious and without exceeding the value of the contract in question.

The penalties imposed shall be in proportion to the importance of the Contract and the seriousness of the misconduct. In detail, and in accordance with Article 133 of the Regulation laying down the rules for the implementation of the Financial Regulation (OJ L 357/1 of 31 December 2002), these penalties may be as follows:

- (a) Without prejudice to the application of penalties laid down in the contract, tenderers and contractors who have been guilty of making false declarations or have been found to have seriously failed to meet their contractual obligations in an earlier procurement procedure shall be excluded from all contracts and grants financed by the Community budget for a maximum of two years from the time when the infringement is established, as confirmed after an adversarial procedure with the contractor.

That period may be extended to three years in the event of a repeat offence within five years of the first infringement.

Tenderers who have been guilty of making false declarations shall also receive financial penalties representing 2% to 10% of the total value of the contract being awarded.

Contractors who have been found to have seriously failed to meet their contractual obligations shall receive financial penalties representing 2% to 10% of the total value of the contract in question.

This rate may be increased between 4% and 20% in the event of a repeat offence within five years of the first infringement.

(b) In the cases referred to in points a), c) and d) of 3.1.2, the tenderers shall be excluded from all contracts and grants for a maximum of two years from the time when the infringement is established, as confirmed after an adversarial procedure with the contractor.

In the cases referred to in points b) and e) of 2.1 above, the tenderers shall be excluded from all contracts and grants for a minimum of one year and a maximum of four years from the date of notification of the judgment.

Those periods may be extended to five years in the event of a repeat offence within five years of the first infringement or the first judgment.

(c) The cases referred to in point e) of 2.1. above shall be the following:

- i. cases of fraud as referred to in Article 1 of the Convention on the protection of the European Communities' financial interests drawn up by Council Act of 26 July 1995 (OJ C 316, 27.11.1995, p. 48);
- ii. cases of corruption as referred to in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997 (OJ C 195, 25.6.1997, p. 1);
- iii. cases of participation in a criminal organisation, as defined in Article 2(1) of Joint Action 98/733/JHA of the Council (OJ L 351, 29.12.1998, p. 1);
- iv. cases of money laundering as defined in Article 1 of Council Directive 91/308/EEC (OJ L 166 of 28 June 1991, p. 77).

3. SELECTION CRITERIA

The following criteria will be used to select the tenderers. If the tender is proposed by a consortium these criteria must be fulfilled by each partner.

Documentary evidence of the tenderers' claims in respect of the bellow-mentioned criteria is required.

3.1 Professional Information

Proof of enrolment (declaration or certificates) in one of the professional or trade registers, in country of establishment.

3.2 Financial Information

One or more of the following references may furnish proof of financial and economic standing:

- balance sheet or extracts there from where publication of the balance sheet is required under company law in the country of establishment;
- statement of the undertaking's overall turnover and its turnover in respect of the services to which the contract relates for the previous three financial years;

If, for any valid reason, the service provider is unable to provide the references requested by the contracting authority, he may prove his economic and financial standing by any other document which the contracting authority considers appropriate.

3.3 Technical Background

The proof of the relevant technical background of the tenderer has to cover the following aspects:

1. Relevant expertise of the tenderer and other applicants, including subcontractors if any, in the last 3 years, in the area of eGovernment services. In particular the tenderer should have proven expertise concerning the mapping of the trends and changes affecting public service, provision of practical tools for policy makers, service providers and other stakeholders to widely disseminate good practice cases

2. Experience and credibility

The tenderer should have multidisciplinary scientific/technical staff with reference to the context of the works to do and should be able to call upon an extensive network of leading experts in eGovernment, from the academic world, the private sector and from Member States' public administrations;

The staff members must have a good command of English (mother tongue or studied/worked in an English speaking environment);

Concise but informative curricula vitae of all professional team members, showing relevant experience in the specific domain of this study, must be included in the tender;

3. Technical knowledge and experience

Evidence of proven technical knowledge and experience in working on research, consultancy and dissemination projects in particular for public services.

4. Management capability

Proof of relevant experience in managing a multi-disciplinary team, executing diverse and complex tasks as specified in the tender.

5. Access to relevant information sources and proven experience in collaboration with national EU Public Administrations and Institutions as well as with regional and local governments.

Documentary evidence of the tenderers' claims in respect of the above-mentioned criteria is required, for example by way of lists of studies, research, previous projects and contracts etc.

4. AWARD CRITERIA

4.1 Technical criteria

The tenders will be evaluated following the award criteria and weights outlined below, producing a total score out of 100%

(a) Understanding of the scope of the project (25 %)

- Understanding of the work to be carried out (as listed in Part 1)
- Quality of the tender in terms of completeness and fulfilment of the objectives of the project

(All of equal relative importance)

(b) Implementation and technical content of the tender (40%)

- Quality of the implementation communication plans, with concrete and achievable objectives
- Verifiable effectiveness and quality of the approach, in particular of the transfer support instruments, the web site and the knowledge system proposed
- Method of handling the organisation and the results of the workshops
- Method to assure the quality of the Framework and to produce multiplier effects

(All of equal relative importance)

(c) Management (35%)

- Effective and consistent method of work as reflected in the project management plan
- Realistic and adequate resource allocation and integration of expertise

(All of equal relative importance)

Minimum attainment per criterion

Offers scoring less than 50% for any criterion will be deemed to be of insufficient quality and eliminated from further consideration.

Minimum attainment overall

Offers scoring less than 60% after the evaluation process will be considered to be of insufficient quality and eliminated from the following phase.

4.2 Price

A total indicative amount of the budget allocated to this Lot is in the range of 700.000 €

Tenders must state a total fixed price in Euro exclusively. Prices quoted should be exclusive of all taxes.

The price must be broken down into the following categories:

(a) Professional fees must cover all expenditure incurred in the performance of the contract with the exception of those under (b) and (c) below. The labour cost for each category of staff engaged in the project must be specified. The daily rate for labour of each member of staff and the total number of days each member of staff will contribute to the work should be provided.

(b) Travel and Subsistence Costs: In the event of travel being necessary to carry out the duties specified in the tender, travel and subsistence costs shall be reimbursed in accordance with Article II, "Reimbursement ", of the contract. **The amount specified in the tender shall be the maximum reimbursable amount.**

(c) Other Costs (if applicable): break down by category

Please note: costs for the participation of speakers or attendees to the workshops will not be reimbursed through the contract.

The European Commission, in conformity with the Protocol on the Privileges and Immunities of the European Community annexed to the Treaty of April 8th, 1965, setting up a single Council and a single Commission for the European Community, is exempt from all duties, taxes and dues.

5. AWARD OF THE CONTRACT

The Contract will be awarded to the tender offering the best value for money, which will be the one with the best price-quality ratio, taking into account the awarding criteria listed in point 4. The qualitative score obtained for the technical criteria will be divided by the total price of the tender.

6. PAYMENT AND STANDARD CONTRACT

Payments under the contract shall be made in accordance with articles I.4 and II.4 of the model contract attached.

Payment will be made as follows:

- 30% prefinancing;
- following the acceptance by the Commission of the second four-monthly extensive report and the related invoice a maximum of 20% of the total;
- following the acceptance by the Commission of the fourth four-monthly extensive report and the related invoice a maximum of 20% of the total;
- the balance following acceptance by the Commission of the Final Report and the related invoice.

Depending on the financial solidity of the tenderer, payment of the pre-financing may be made conditional upon the furnishing by the Contractor of a financial guarantee.

In any case, a financial guarantee shall be required for the payment of pre-financing exceeding EUR 150 000. The guarantee shall be supplied by a bank or an authorised financial institution. The guarantee shall be denominated in euro.

In drawing up the bid, the tender should take account of the provisions of the standard contract which include the “General terms and conditions applicable to contracts”

7. VALIDITY

Period of validity of the tender: six (6) months from the closing date given above.

8. ADDITIONAL PROVISIONS

- Changes to tenders will be accepted only if they are received on or before the final date set for the receipt of tenders. Expenses incurred in respect of the preparation and presentation of tenders cannot be refunded.
- No information of any kind will be given on the state of progress with regard to the evaluation of tenders.
- All documents submitted by tenderers will become property of the Commission and will be regarded as confidential.

9. PENALTIES : see article II.16 of the model contract

10. NO OBLIGATION TO AWARD THE CONTRACT

Initiation of a tendering procedure imposes no obligation on the Commission to award the contract. Should the invitation to tender cover several items or lots, the Commission reserves the right to award a contract for only some of them. The Commission shall not be liable for any compensation with respect to tenderers whose tenders have not been accepted. Nor shall it be so liable if it decides not to award the contract.

11. RESULTS

The results of the service must be forwarded to the Commission of the European Communities in Brussels. The copyright will belong to the Commission; the Commission will in particular have the right to publish the results.

1. ANNEXES

1.1. Identification of tenderer for invitation to tender INF SO

<u>IDENTIFICATION OF THE TENDERER</u>
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<i>(to be completed by the tenderer)</i>
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<u>IDENTITY</u>	
Name of tenderer
Legal form of tenderer
Date of registration
Country of registration
Registration number	.....
VAT number	.....
<u>ADDRESS</u>	
Address of Registered Office of the tenderer	..........
When appropriate, administrative address of tenderer for the purposes of this invitation to tender	..........
<u>CONTACT PERSON</u>	
Name	.....
Forename	.....
Title (e.g. Dr, Mr, Mrs)	
Position (e.g. Manager)	
Telephone number	
Fax number	
e-mail address	
Internet address	
Other	
<u>NAMES OF LEGAL REPRESENTATIVES</u>	
And of other representatives of the tenderer who are authorised to sign contracts with third parties	..........
<u>DECLARATION BY THE AUTHORISED REPRESENTATIVE OF THE ORGANISATION:</u>	
<i>I, the undersigned, certify that the information given in this tender is correct and that the</i>	

<i>tender is valid.</i>	
Name	.....
Forename	.....
Title (e.g. Dr, Mr, Mrs)	.....
Position (e.g. Manager)	.....
Telephone number	.....
Fax number	.....
e-mail address	.....
Internet address	.....
Other	.....

Date of signature:

Signature:

**FINANCIAL IDENTIFICATION FORM SPECIMEN FOR THE
TENDERER**

(to be completed by the tenderer and his financial institution)

The tenderer's attention is drawn to the fact that this document is a specimen, and a specific form for each Member State is available at the following address: http://europa.eu.int/comm/budget/execution/ftiers_fr/htm.

SIGNALETIQUE FINANCIER

TITULAIRE DU COMPTE BANCAIRE	
NOM	
ADRESSE	
COMMUNE/VILLE	CODE POSTAL
PAYS	NUMERO TVA
CONTACT	
TELEPHONE	TELEFAX
E - MAIL	

BANQUE	
NOM DE LA BANQUE	
ADRESSE (ou L'AGENCE)	
COMMUNE/VILLE	CODE POSTAL
PAYS	
NUMERO DE COMPTE	
IBAN (optionnel)	

REMARQUES:

CACHET de la BANQUE + SIGNATURE du REPRESENTANT DE LA BANQUE (un deux obligatoires)

DATE + SIGNATURE DU TITULAIRE DU COMPTE (obligatoire)

1.2. Exclusion criteria form for invitation to tender *insert title of this call*

EXCLUSION CRITERIA FORM

The undersigned:

Name of the company/organisation:

Legal address:

.....

Registration number:

VAT Number:

Name of the signatory of this form (authorised to represent the tenderer vis-à-vis third parties and acting on behalf of the aforementioned company or organisation):.....

.....

.....

Declares on his honour that the company or organisation that he represents:

- a) is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) has not been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata;
- c) has not been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;
- d) has fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- e) has not been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- f) has not been declared to be in serious breach of contract for failure to comply with his contractual obligations subsequent to another procurement procedure or grant award procedure financed by the Community budget.

The Commission accepts as sufficient proof that tenderers:

are not in one of the situations described in points (a), (b) or (e) above, production of an extract from the judicial/criminal records or, failing this, a recent equivalent document issued by a judicial or administrative body in the country of origin or provenance attesting that these requirements are met;

are not in the situation described in point (d) above, a recent certificate issued by the appropriate authority in the Member State concerned.

Where no such document or certificate is issued by the country in question, it may be replaced by a declaration under oath, or, failing that, a solemn declaration, made by the tenderer before a legal or administrative authority, a notary public or a qualified professional body in the country of origin or provenance.

Depending on the national legislation in the tenderer's country of establishment, the above documents concern natural or legal persons, including, where the Commission considers it necessary, entrepreneurs or individuals who have the power to represent, take decisions on behalf of, or carry out supervision for the tenderer.

In addition, the undersigned declares on his honour:

- g) that on the date of submission of the tender, the company or organisation he represents and the staff proposed for this tender are not subject to a conflict of interests in the context of this invitation to tender; he undertakes to inform the Commission without delay of any change in this situation which might occur after the date of submission of the tender;
- h) that the information provided to the Commission within the context of this invitation to tender is accurate, truthful and complete.

By signing this form, the undersigned acknowledges that he is aware of the administrative and financial penalties described under 2.3 of the specifications, which may be applied if one of the situations described in points a) to h) above arises.

.....

Full name

Date

Signature